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7 Attorneys for Defendants
EAST WEST BANCORP, INC.
and EAST WEST BANK
8

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11

12 RAE H. LORENZ; WILLIAM E.
13 WARD; PAULA AND STEVEN
TAMKIN; SUE HAYNES; RICHARD T.
14 COLE; WILLIAM H. WOOLBRIGHT;
IRVING B. RUPPEL; KENNETH
15 NELSON; MICHAEL CHARPENTIER;
LORALEE FREILICH; and LORETTA J.
16 ALMAN,

17 Plaintiffs,

18 vs.

19 EAST WEST BANCORP INC., a
Delaware Corporation; EAST WEST
20 BANK, a California Corporation;
MICHAEL GUREVICH, an individual;
21 WILLIAM KENT, an individual;
SAMSON EMELIANOV, an individual;
22 CHARTER INVESTMENTS, INC., a
Wyoming Corporation; and DOES 1-200,
23

24 Defendants.
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Case No.

NOTICE OF REMOVAL

Complaint Filed: July 28, 2015
Trial Date: None Set

TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE
CENTRAL DISTRICT OF CALIFORNIA AND TO PLAINTIFFS
THROUGH THEIR COUNSEL OF RECORD HEREIN:

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, defendants East West Bancorp, Inc. and East West Bank (collectively, "Defendants") hereby remove this action from the Superior Court of the State of California in and for the County of Los Angeles, which is the judicial district in which the action is pending, to the United States District Court for the Central District of California.

DIVERSITY JURISDICTION

1. This Court has original jurisdiction over this action and the action may be removed to this Court pursuant to 28 U.S.C. §§ 1332, 1441 and 1446. Diversity jurisdiction under 28 U.S.C. § 1332(a)(1), (2) and (b) exists because this action is between citizens of different states and/or subjects of a foreign state, and the amount in controversy exceeds \$75,000, exclusive of interest and costs. This case arises from a purported Ponzi scheme allegedly perpetrated by defendant Charter Investments, Inc., a customer of defendant East West Bank, along with named individual defendants against plaintiffs, who were not customers of East West Bank and who allegedly invested in Charter Investments, Inc. Plaintiffs claim in excess of \$4,000,000 in damages.

This Notice of Removal is Timely

2. On or about July 28, 2015, plaintiffs Rae H. Lorenz, William E. Ward, Paula and Steven Tamkin, Sue Haynes, Richard T. Cole, William H. Woolbright, Irving B. Ruppel, Kenneth Nelson, Michael Charpentier, Lorelee Freilich and Loretta J. Alman (collectively, "Plaintiffs") commenced this action by filing the complaint ("Complaint") in the Superior Court of the State of California for the County of Los Angeles, entitled *Rae H. Lorenz, et al. v. East West Bancorp Inc., et al.*, Los Angeles Superior Court, Case No. BC589432 (the "State Action"). A true and correct copy of the Complaint is attached hereto as Exhibit 2. On August 13, 2015, Plaintiffs

1 personally served Defendants with process. Accordingly, this Notice of Removal is
2 timely pursuant to 28 U.S.C. § 1446(b)(1).

3 Complete Diversity Exists Between Plaintiffs and Defendants

4 3. Complete diversity exists between Plaintiffs, on the one hand, and
5 Defendants, on the other hand, because, according to the Complaint, Plaintiffs are
6 citizens of various states outside of California and Defendants are either citizens of
7 California, citizens of states other than the states in which Plaintiffs reside, or
8 subjects of a foreign country.

9 4. Specifically, Plaintiffs are citizens of the following states: (a) Rae H.
10 Lorenz, an individual, resides in Lincolnton, North Carolina (Complaint, ¶ 3); (b)
11 William E. Ward, an individual, resides in Cantonment, Florida (Complaint, ¶ 4); (c)
12 Paula Tamkin and Steven Tamkin, individuals, reside in Wallkill, New York
13 (Complaint, ¶ 5); (d) Sue Haynes, an individual, resides in Seattle, Washington
14 (Complaint, ¶ 6); (e) Richard T. Cole, an individual, resides in Salem, Ohio
15 (Complaint, ¶ 7); (f) William H. Woolbright, an individual, resides in Siloam
16 Springs, Arizona (Complaint, ¶ 8); (g) Irving B. Ruppel, an individual, resides in
17 Kenmore, New York (Complaint, ¶ 9); (h) Kenneth Nelson, an individual, resides in
18 Duluth, Minnesota (Complaint, ¶ 10); (i) Michael Charpentier, an individual, resides
19 in Norwalk, Connecticut (Complaint, ¶ 11); (j) Lorelee Freilich, an individual, resides
20 in Sante Fe, New Mexico (Complaint, ¶ 12); and (k) Loretta Alman, an individual,
21 resides in Byron, Georgia (Complaint, ¶ 13).

22 5. Defendants are not citizens of any state in which Plaintiffs, or any of
23 them, reside. Specifically, defendant East West Bancorp Inc. is incorporated in
24 Delaware with its principal place of business in Pasadena, California. (Complaint, ¶
25 14.) Defendant East West Bank is a California corporation with its principal place of
26 business in Pasadena, California. (Complaint, ¶ 15.) Defendant Michael Gurevich, an
27 individual, resides in Belmont, California. (Complaint, ¶ 16.) Defendant Samson
28 Emelianov, an individual, resides in Russia. (Complaint, ¶ 17.) Defendant William

1 Kent, an individual, resides in Los Angeles, California. (Complaint, ¶ 18.) Defendant
 2 Charter Investments, Inc. is a Wyoming Corporation with its principal place of
 3 business in Beverly Hills, California. (Complaint, ¶ 19.)

4 6. Accordingly, there is complete diversity between Plaintiffs, on the one
 5 hand, and Defendants, on the other hand, under 28 U.S.C. § 1332(a)(1), (2) and
 6 (c)(1).

7 Amount in Controversy Exceeds \$75,000

8 7. In the “Prayer for Relief” section of the Complaint, Plaintiffs allege
 9 special damages in excess of \$4,000,000, exclusive of interest and costs. (Complaint
 10 at 21, ¶ 2.) Accordingly, notwithstanding Defendants’ denial that Plaintiffs are
 11 entitled to any relief against Defendants, the amount in controversy exceeds \$75,000,
 12 exclusive of interest and costs.

13 ALL OTHER REMOVAL REQUIREMENTS HAVE BEEN MET

14 8. Pursuant to 28 U.S.C. § 1446(a), copies of all pleadings, process, and
 15 orders served on Defendants in the State Action must be attached to the Notice of
 16 Removal. Accordingly, the following documents served on Defendants by Plaintiffs
 17 are attached, as follows:

18 Exhibit 1: Summonses;

19 Exhibit 2: Complaint;

20 Exhibit 3: Civil Case Cover Sheet with Addendum;

21 Exhibit 4: Notice of Case Assignment;

22 Exhibit 5: Voluntary Efficient Litigation Stipulations;

23 Exhibit 6: Minute Order re Court Ruling re Complex Determination.

24 9. This Notice of Removal is properly filed in the Central District of
 25 California pursuant to 28 U.S.C. § 1446(a).

26 10. Upon information and belief, and exercising reasonable diligence
 27 including review of the docket in the State Action as of the date of filing this Notice
 28 of Removal, no other defendant has been served with the Summons and Complaint as

1 of that date. Therefore, co-defendants Michael Gurevich, William Kent, Samson
 2 Emelianov and Charter Investments, Inc. are not required to join or otherwise consent
 3 to this Notice of Removal. *See Salveson v. W. States Bankcard Ass'n*, 731 F.2d 1423,
 4 1429 (9th Cir. 1984) (non-served co-defendants need not be joined or otherwise
 5 consent to notice of removal); *see also Lopez v. BNSF Ry. Co.*, 614 F. Supp. 2d 1084,
 6 1089 (E.D. Cal. 2007) (“[Removing] [d]efendants exercised . . . reasonable diligence
 7 by checking the Kern County Superior docket to ascertain whether or not other
 8 named defendants had been served prior to filing their notice of removal.”).

9 11. Based on the foregoing, Defendants respectfully remove the State
 10 Action to this United States District Court pursuant to 28 U.S.C. §§ 1332, 1441 and
 11 1446.

12
 13 DATED: August 19, 2015

GLASER WEIL FINK HOWARD
 AVCHEN & SHAPIRO LLP

14
 15 By: 

16 JOEL N. KLEVENS
 Attorneys for Defendants
 17 EAST WEST BANCORP, INC.
 and EAST WEST BANK
 18
 19
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 23
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 25
 26
 27
 28

EXHIBIT 1

East West Bank

Received by:

Annie Trai #100

SUM-100

SUMMONS
(CITACION JUDICIAL) Time: AUG 13 2015 3:30pm

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

Circle: US Mail, Certified, Fed X,
Walk in or Other: WALK

EAST WEST BANCORP INC., a Delaware Corporation
ADDITIONAL PARTIES ATTACHMENT FORM IS ATTACHED

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

JUL 28 2015

RAE H. LORENZ

Sherril R. Carter, Executive Officer/Clerk
By: Moses Soto, Deputy

ADDITIONAL PARTIES ATTACHMENT FORM IS ATTACHED

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court of California
County of Los Angeles - Stanley Mosk Courthouse
111 North Hill Street Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso): **BC 5 8 9 4 3 2**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Steven M. Nunez, Esq | WARD & HAGEN 440 Stevens Ave, Ste 350 Solana Beach, CA 92075 858.847.0505

DATE:
(Fecha)

Clerk, by
(Secretario)

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): East West Bancorp Inc. A Delaware corporation
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☒ by personal delivery on (date):

SUM-200(A)

SHORT TITLE:

Lorenz, et al v. East West Bancorp., et al.

CASE NUMBER:

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☒ Plaintiff ☐ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

WILLIAM E. WARD; PAULA AND STEVEN TAMKIN; SUB HAYNES; RICHARD T. COLE;
WILLIAM H. WOOLBRIGHT; IRVING B. RUPPEL; KENNETH NELSON; MICHAEL CHARPENTIER;
LORALEE FREILICH; and LORETTA J. ALMAN

Page 2 of 3

SUM-200(A)

SHORT TITLE: Lorenz, et al v. East West Bancorp., et al.	CASE NUMBER:
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List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff
 ☒ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

EAST WEST BANK, a California Corporation; MICHAEL GUREVICH, an individual; WILLIAM KENT, an individual; SAMSON EMELIANOV, an individual; CHARTER INVESTMENTS, INC., a Wyoming Corporation; and DOES 1 – 200.

Page 3 of 3

Page 1 of 1

East West Bank

Received by: Anne Tsai #108

SUM-100

SUMMONS
(CITACION JUDICIAL)**NOTICE TO DEFENDANT:**
(AVISO AL DEMANDADO):EAST WEST BANCORP INC., a Delaware Corporation
ADDITIONAL PARTIES ATTACHMENT FORM IS ATTACHED**YOU ARE BEING SUED BY PLAINTIFF:**
(LO ESTÁ DEMANDANDO EL DEMANDANTE):RAE H. LORENZ
ADDITIONAL PARTIES ATTACHMENT FORM IS ATTACHEDTime: 3:30 pm
Circle: US Mail, Certified, Fed X,
Walk in or OtherAUG 18 2015
FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**CONFIRMED COPY**
OF ORIGINAL FILED
Los Angeles Superior Court

JUL 28 2015

Sherri H. Carter, Executive Officer/Clerk
By: Moses Soto, Deputy**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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CASE NUMBER:
(Número del Caso): **BC 5 8 9 4 8 2**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Steven M. Nunez, Esq. | WARD & HAGEN 440 Stevens Ave, Ste 350 Solana Beach, CA 92075 858.847.0505

DATE:
(Fecha)Clerk, by
(Secretario) _____, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify):

under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

- ☒ other (specify):
- ☒ by personal delivery on (date):

East west Bank, A california corporation

SUM-200(A)

SHORT TITLE: Lorenz, et al v. East West Bancorp., et al.	CASE NUMBER:
---	--------------

INSTRUCTIONS FOR USE

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List additional parties (Check only one box. Use a separate page for each type of party.):

☒ Plaintiff ☐ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

WILLIAM E. WARD; PAULA AND STEVEN TAMKIN; SUE HAYNES; RICHARD T. COLE;
WILLIAM H. WOOLBRIGHT; IRVING B. RUPPEL; KENNETH NELSON; MICHAEL CHARPENTIER;
LORALEE FREILICH; and LORETTA J. ALMAN

Page 2 of 3

Page 1 of 1

SUM-200(A)

SHORT TITLE: Lorenz, et al v. East West Bancorp., et al.	CASE NUMBER:
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List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

EAST WEST BANK, a California Corporation; MICHAEL GUREVICH, an individual; WILLIAM KENT, an individual; SAMSON EMELIANOV, an individual; CHARTER INVESTMENTS, INC., a Wyoming Corporation; and DOES 1 – 200.

Page 3 of 3

Page 1 of 1

EXHIBIT 2

Peter C. Ward, Esq. SBN 126459
 Christopher H. Hagen, Esq. SBN 179529
 Steven M. Nuñez, Esq. SBN 185421

WARD & HAGEN, LLP
 440 Stevens Avenue, Suite 350
 Solana Beach, California 92075
 Telephone: (858) 847-0505
 Facsimile: (858) 847-0105

Attorneys for Plaintiffs

**CONFIRMED COPY
 OF ORIGINAL FILED**
 Los Angeles Superior Court

JUL 28 2015

Sherri R. Carter, Executive Officer/Clerk
 By: Moses Soto, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES - UNLIMITED JURISDICTION

RAE H. LORENZ; WILLIAM E. WARD;
 PAULA AND STEVEN TAMKIN; SUE
 HAYNES; RICHARD T. COLE; WILLIAM H.
 WOOLBRIGHT; IRVING B. RUPPEL;
 KENNETH NELSON; MICHAEL
 CHARPENTIER; LORALEE FREILICH; and
 LORETTA J. ALMAN

Plaintiffs,

vs.

EAST WEST BANCORP INC. a Delaware
 Corporation; EAST WEST BANK, a California
 Corporation; MICHAEL GUREVICH, an
 individual; WILLIAM KENT, an individual;
 SAMSON EMELIANOV, an individual;
 CHARTER INVESTMENTS, INC., a Wyoming
 Corporation; and DOES 1 - 200.

Defendants.

CASE NO.:

Judge:

Dept:

BC 5 8 9 4 3 2

COMPLAINT

1. CONVERSION
2. AIDING AND ABETTING
CONVERSION
3. BREACH OF FIDUCIARY DUTY
4. AIDING AND ABETTING BREACH
OF FIDUCIARY DUTY
5. FRAUD
6. AIDING AND ABETTING FRAUD,
7. VIOLATION OF CALIFORNIA
BUSINESS & PROFESSIONS CODE §
17200 et seq.)

DEMAND FOR JURY TRIAL

INTRODUCTION

Plaintiffs, RAE H. LORENZ, WILLIAM E. WARD, PAULA AND STEVEN
 TAMKIN, SUE HAYNES, RICHARD T. COLE, WILLIAM H. WOOLBRIGHT, IRVING

1 B. RUPPEL, KENNETH NELSON, MICHAEL CHARPENTIER, LORALEE FREILICH
2 and LORETTA J. ALMAN, are victims of a financial investment fraud who paid money for
3 fraudulent certificates of deposit allege as follows:

4 **JURISDICTION AND VENUE**

5 1. This case has been filed in this Court because a substantial part of the acts and
6 omissions complained of took place in the county of Los Angeles. Venue as to the Defendant is
7 proper in this judicial district pursuant to the provisions of section 17203 of the California Business
8 and Professions Code, and Section 395(a) and 395.5 of the California Code of Civil Procedure. Each
9 Defendant is within the jurisdiction of the Court for purposes of service of process, and many of the
10 unfair, unlawful and/or fraudulent acts committed and pursuant to the actions hereinafter alleged had a
11 direct effect within the State of California and, more particularly, within the County of Los Angeles.

12 2. Each Defendant maintains an office, transacts business, has an agent, or is found in the
13 County of Los Angeles. Each Defendant is within the jurisdiction of the Court for purposes of service
14 of process, and many of the unfair, unlawful and/or fraudulent acts committed occurred here.

15 **PARTIES**

16 3. Plaintiff RAE H. LORENZ is an individual and resides in Lincolnton, North Carolina.

17 4. Plaintiff WILLIAM E. WARD, is an individual and resides in Cantonment, Florida.

18 5. Plaintiffs PAULA TAMKIN and STEVEN TAMKIN are individuals and residing in
19 Wallkill, New York. PAULA TAMKIN and STEVEN TAMKIN are married.

20 6. Plaintiff SUE HAYNES is an individual residing in Seattle, Washington.

21 7. Plaintiff RICHARD T. COLE is an individual residing in Salem, Ohio.

22 8. Plaintiff WILLIAM H. WOOLBRIGHT is an individual residing in Siloam Springs,
23 Arizona.

24 9. Plaintiff IRVING B. RUPPEL is an individual residing in Kenmore, New York.

25 10. Plaintiff KENNETH NELSON is an individual residing in Duluth, Minnesota.

26 11. Plaintiff MICHAEL CHARPENTIER is an individual residing in Norwalk,
27 Connecticut.

28 12. Plaintiff LORALEE FREILICH is an individual residing in Santa Fe, New Mexico.

1 13. Plaintiff LORETTA ALMAN is an individual residing in Byron, Georgia.

2 14. Defendant EAST WEST BANCORP INC., a Delaware Corporation, is a bank holding
3 company with its principal place of business in Pasadena, California.

4 15. Defendant EAST WEST BANK, is a California Corporation with its principal place of
5 business in Pasadena, California. East West Bank is a wholly owned subsidiary of East West Bancorp
6 Inc.

7 16. Defendant MICHAEL GUREVICH is an individual residing in Belmont, California.

8 17. Defendant SAMSON EMELIANOV is an individual residing in Russia.

9 18. Defendant WILLIAM KENT is an individual residing in Los Angeles County.

10 19. Defendant CHARTER INVESTMENTS, INC., is a Wyoming Corporation with a
11 principal place of business in Beverly Hills, California.

12 20. Defendants DOES 1 through 200, inclusive, whether individual, corporate, associate,
13 alter ego, or otherwise, are fictitious names of Defendants whose true names and capacities, at this
14 time, are unknown to Plaintiffs; Plaintiffs are informed and believe and thereupon allege that at all
15 times herein mentioned, each Defendant sued herein as a DOE was acting for itself or its agent,
16 servant, employee, and/or alter ego of its Co-Defendants, and in doing the things hereinafter
17 mentioned, was acting in the course and scope of its authority as such agent, servant, employee, and/or
18 alter-ego, and with the permission and consent of its Co-Defendants; and that each of said fictitiously
19 named Defendants, whether acting for itself or as agents, corporations, associations, or otherwise, is in
20 some way liable or responsible to Plaintiffs on the facts hereinafter alleged, and caused injuries and
21 damages proximately thereby, as hereinafter alleged, and at such times as Defendants' true names and
22 capacities become known to Plaintiffs, Plaintiffs will ask leave of this court to amend this Complaint
23 to insert said true names and capacities.

24 21. Plaintiffs are informed and believe and thereupon allege that at all times herein
25 mentioned, Defendant and DOES 1 through 200, inclusive, and each of them, were acting as agents,
26 servants, alter egos, and employees of each other, and were acting within the full course and scope of
27 their agency, servancy, and employment, with the full knowledge and consent, either expressed or
28 implied, of either of the other Defendants and DOES 1 through 200, inclusive, and each of them.

1 (Defendants and DOES 1-200, inclusive, and each of them are hereinafter collectively referred to
2 herein as "Defendants").

3 22. Plaintiffs are informed and believe and thereupon allege that at all times relevant
4 herein, Defendants and each of them were and are inadequately capitalized and have no genuine or
5 separate existence, but were and are used and are existing for the sole purpose of permitting the other
6 Defendants to transact a portion of their business under a separate guise.

7 23. At all times mentioned herein, Defendants and each of them completely controlled,
8 dominated, managed, and operated the other Defendants and intermingled their assets with the assets
9 owned by the other Defendants to suit their convenience, such that the individuality or separateness of
10 the Defendants did not exist.

11 24. The acts of Defendants and each of them were and are the acts of the other Defendants.

12 25. Failure to pierce the corporate veil would promote injustice and, based thereon,
13 Defendants and each of them are jointly and severally liable with the other Defendants.

14 FACTS

15 26. This matter involves the fraudulent sale of fictitious certificates of deposit by Charter
16 Investments, Inc., Samson Emelianov, Michael Gurevich, William Kent and Does 1-100 (collectively
17 "Charter Investments"). Charter Investments devised, perpetrated and operated an illegal Internet-
18 based marketing scheme that obtained millions of dollars from Plaintiffs in this case. Charter
19 Investments falsely promised Plaintiffs that it was acting as a deposit broker and placing their money
20 in certificates of deposit at FDIC insured banks. However, rather than place the Plaintiffs' funds into
21 certificates of deposit at FDIC insured banks Charter Investments wire transferred all monies to third
22 party accounts in banking secrecy havens.

23 27. From Charter Investments' inception in mid – 2013, Defendant East West Bancorp and
24 Does 101-200 (Collectively "East West Bank") played an integral role in Charter Investments
25 operation and success. Any investigation of Charter Investments by Defendant East West Bank as is
26 dictated by various anti-money laundering laws and banking best practices, would have set off alarm
27 bells requiring a decision to cease doing business with Charter Investments. Plaintiffs are informed
28 and believe and on such information and belief allege that East West Bank did determine Charter

1 Investments was a fraudulent scheme, but did not cease doing business with it. Instead, Defendant
2 East West Bank continued to approve international wire transfers to the banking secrecy havens until
3 the account was drained of Plaintiffs' money.

4 28. On March 26, 2014, the California Department of Business Oversight issued a
5 Consumer Alert regarding Charter Investments. The CDBO stated that Charter Investments was not
6 licensed as a broker dealer pursuant to California Corporations Code or as a bank pursuant to
7 Financial Institutions Code, and that it could not be located at the address stated on its website.

8 29. In or about October of 2013, DEFENDANT East West Bank opened an account for
9 Charter Investments, Inc., at its Balboa Branch in San Francisco. DEFENDANT East West Bank
10 obtained the corporate documents from Charter Investments, Inc., demonstrating that it had recently
11 been incorporated in Wyoming, and thus, had no past business history.

12 30. The East West Bank account for Charter Investments was opened by the president of
13 Charter Investments, Defendant Samson Emelianov, using a Russian passport and purporting to reside
14 in Russia.

15 31. The East West Bank account for Charter Investments was also opened by the secretary
16 of Charter Investments, Defendant Michael Gurevich, using a Russian passport and purporting to
17 reside in Belmont, California.

18 32. Plaintiffs are informed and believe and on such information and belief allege that
19 Charter Investments was classified by DEFENDANT East West Bank as being in the business of
20 importing and exporting internet phones.

21 33. Plaintiffs are informed and believe and on such information and belief allege that
22 Defendant East West Bank determined Charter Investments to be a high risk potential customer which
23 would be subject to enhanced due diligence pursuant to its Anti-Money laundering and Know Your
24 Customer policies.

25 34. Charter Investments claimed two addresses for its business. One address in Cheyenne,
26 Wyoming and one address in Beverly Hills, California. However, neither address held a physical
27 location for Charter Investments, but were instead mail drop addresses.

28

35. Plaintiffs are informed and believe and on such information and belief allege that Defendant East West Bank and, in particular, the Balboa Branch Manager did review the account opening information for Charter Investments. The Balboa Branch Manager did visit the Belmont, California address and determined that Charter Investments had no verifiable business address aside from this residence.

36. Plaintiffs are informed and believe and on such information and belief allege that the Belmont, California residence given by Charter Investments secretary Michael Gurevich is approximately 26 miles away, and outside the county, from the East West Bank Balboa Branch. Plaintiffs are informed and believe and on such information and belief allege that there were 20 closer branches of East West Bank to the Belmont, California residence.

37. Plaintiffs are informed and believe and on such information and belief allege that Defendant East West Bank, as a result of its enhanced due diligence procedures, had concerns about the legitimacy of Charter Investments, which purported to be an import export business, had no prior business history, was incorporated out of state, and had no verifiable physical business address.

38. Plaintiffs are informed and believe and on such information and belief allege that Defendant East West Bank determined Charter Investments to be a legitimate business eligible to maintain a business account on the basis of a reference by a high value customer of Defendant East West Bank.

39. From at least October of 2013 continuing through March of 2014, Charter Investments advertised nationwide using the following domain names: charterinvestmentsinc.com, charterinvestmentsinc.com, and charterinvestmentsllc.com. Each domain pointed to the same webpage. On the webpage Charter Investments stated: "Charter Investments offers investors brokered CDs, which are CDs issued by banks for customers of brokerage firms. The CDs are usually issued in large denominations and the brokerage firm divides them into smaller denominations for resale to its customers. Because the deposits are obligations of the issuing bank, and not the brokerage firm, FDIC insurance applies." On the webpage Charter Investments stated: "Our CD rates

Deposit (min)	Term	APR	APY	If Held to Maturity
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1	\$100,000	90 days	0.75%	0.75%	\$100,187.67
2	\$100,000	9 months	1.00%	1.00%	\$100,752.81
3	\$150,000	12 months	1.50%	1.51%	\$152,268.91
4	\$200,000	24 months	1.75%	1.76%	\$207,123.77
5	\$200,000	36 months	2.50%	2.53%	\$215,576.27
6	\$200,000	60 months	3.04%	3.09%	\$232,830.55

7 40. On January 13, 2014, Plaintiff IRVING RUPPEL wire transferred \$212,898.49 to East
8 West Bank account number 8602000468, an account controlled by Charter Investments, Inc., for the
9 purpose of a purchase of a certificate of deposit. The wire transfer instructions indicated that the
10 funds were to be credited for the benefit of Irving Ruppel.

11 41. On January 15, 2014, Plaintiff RICHARD T. COLE wired transferred \$280,000 to East
12 West Bank account number 8602000468, an account controlled by Charter Investments, Inc., for the
13 purpose of a purchase of a certificate of deposit. The wire transfer instructions indicated that the
14 funds were to be credited for the benefit of Richard Cole. Prior to initiating the wire transfer, Plaintiff
15 Richard T. Cole spoke to representatives of East West Bank telling them that he was going to invest
16 with Charter Investments and requesting confirmation that Charter Investments maintained a
17 legitimate account at East West Bank. The representative at East West Bank told Richard Cole that
18 Charter Investments did, in fact, maintain a legitimate account at East West Bank.

19 42. The Funds transfer and Transmittal of Funds Recordkeeping Rules of the Bank Secrecy
20 Act require beneficiary banks to review, collect and retain all incoming wire transfer payment order
21 information for transfers in excess of \$3,000. Plaintiffs are informed and believe and on such
22 information and belief allege that Defendant East West Bank did review, collect and retain the
23 incoming wire transfer payment order information for all wire transfers to the Charter Investments,
24 Inc., account number 8602000468.

25 43. On January 16, 2014, Charter Investments sent a faxed wire transfer request to East
26 West Bank. Defendant East West Bank approved and placed a wire transfer of \$231,000.00, to an
27 account of an entity called Andaman Group at Reitmu Bank, a Latvian Bank. The wire was sent
28 through an intermediary bank located in the British Virgin Islands.

1 44. Both Latvia and the British Virgin Islands to which Defendant East West Bank
2 approved wire transfers are each listed by the U.S. Department of State as Jurisdictions of Primary
3 Concern among known money laundering countries.

4 45. On January 17, 2014, Plaintiff RAE H. LORENZ wire transferred \$203,000.00 to East
5 West Bank account number 8602000468, an account controlled by Charter Investments, Inc., for the
6 purpose of a purchase of a certificate of deposit. On January 17, 2014, she wire transferred \$47,000 to
7 East West Bank account number 8602000468, an account controlled by Charter Investments, Inc., for
8 the purpose of a purchase of a certificate of deposit. The wire transfer instructions indicated that the
9 funds were to be credited for the benefit of Rae Lorenz. Prior to initiating the wire transfer, Plaintiff
10 Rac Lorenz spoke to representatives of East West Bank telling them that she was going to invest with
11 Charter Investments and requesting confirmation that Charter Investments maintained a legitimate
12 account at East West Bank. The representative at East West Bank told Rae Lorenz that Charter
13 Investments did, in fact, maintain a legitimate account at East West Bank.

14 46. On January 21, 2014, Rae Lorenz again wire transferred \$110,493.16 to East West
15 Bank account number 8602000468, and account controlled by Charter Investments, Inc., for the
16 purpose of a purchase of a certificate of deposit. On January 20, 2014, she wire transferred the sum of
17 \$105,500.03 to East West Bank account number 8602000468, an account controlled by Charter
18 Investments, Inc., for the purpose of a purchase of a certificate of deposit. The wire transfer
19 instructions indicated that the funds were to be credited for the benefit of Rae Lorenz.

20 47. On January 21, 2014, Plaintiff MICHAEL CHARPENTIER wire transferred \$200,000
21 to East West Bank account number 8602000468, an account controlled by Charter Investments, Inc.,
22 for the purpose of a purchase of a certificate of deposit. The wire transfer instructions indicated that
23 the funds were to be credited for the benefit of Michael Charpentier.

24 48. On January 23, 2014, Charter Investments sent a faxed wire transfer request to East
25 West Bank. Defendant East West Bank approved and placed a wire transfer in the amount of \$175,
26 278.00, to an account of an entity called Herrington Export, Inc., at ABLV Bank in Latvia.

27 49. On January 23, 2014, Charter Investments sent a faxed wire transfer request to East
28 West Bank., Defendant East West Bank approved and placed a wire transfer in the amount of

1 \$243,000.00, to an account of an entity called Andaman Group at Reitnu Bank, a Latvian Bank. The
2 wire was sent through and intermediary bank located in the British Virgin Islands

3 50. On January 24, 2014, Charter Investments sent a faxed wire transfer request to East
4 West Bank., Defendant East West Bank approved and placed a wire transfer in the amount of
5 \$42,715.00, to an account of an entity called Vistram Trading Inc., at Marfin Pank EESTI AS, an
6 Estonian Bank. The wire was sent through an intermediary bank located in Panama.

7 51. Panama through which Defendant East West Bank approved wire transfers is listed by
8 the U.S. Department of State as a Jurisdiction of Primary Concern among known money laundering
9 countries.

10 52. On January 30, 2014, Plaintiff LORETTA ALMAN wire transferred \$105,723.70 to
11 East West Bank account number 8602000468, an account controlled by Charter Investments, Inc., for
12 the purpose of a purchase of a certificate of deposit. The wire transfer instructions indicated that the
13 funds were to be credited for the benefit of Loretta Alman.

14 53. On January 27, 2014, Charter Investments sent a faxed wire transfer request to East
15 West Bank. Defendant East West Bank approved and placed a wire transfer in the amount of
16 \$200,965.00, to an account of an entity called Herrington Export, Inc., at ABLV Bank in Latvia.

17 54. On January 28, 2014, Charter Investments sent a faxed wire transfer request to East
18 West Bank. Defendant East West Bank approved and placed a wire transfer in the amount of
19 \$42,715.00, to an account of an entity called Daterio Trading Inc., at Marfin Pank EESTI AS, an
20 Estonian Bank. The wire was sent through an intermediary bank located in Panama.

21 55. On January 30, 2014, Plaintiff SUE HAYNES wire transferred \$350,000 to East West
22 Bank account number 8602000468, an account controlled by Charter Investments, Inc., for the
23 purpose of a purchase of a certificate of deposit. The wire transfer instructions indicated that the funds
24 were to be credited for the benefit of Sue Haynes.

25 56. On January 31, 2014, Charter Investments sent a faxed wire transfer request to East
26 West Bank. Defendant East West Bank approved and placed a wire transfer in the amount of
27 \$103,000.00, to an account of an entity called Andaman Group at Reitnu Bank, a Latvian Bank. The
28 wire was sent through and intermediary bank located in the British Virgin Islands.

1 57. On January 31, 2014, Charter Investments sent a faxed wire transfer request to East
2 West Bank. Defendant East West Bank approved and placed a wire transfer in the amount of \$472.00
3 to the bank account of Rae Lorenz. The payment represented the interest on her investment.

4 58. On February 3, 2014, Plaintiff LORALEE FREILICH wire transferred \$150,000 to
5 East West Bank account number 8602000468, an account controlled by Charter Investments, Inc., for
6 the purpose of a purchase of a certificate of deposit. The wire transfer instructions indicated that the
7 funds were to be credited for the benefit of Lorelee Freilich.

8 59. On February 3, 2014, Charter Investments sent a faxed wire transfer request to East
9 West Bank. Defendant East West Bank approved and placed a wire transfer in the amount of
10 \$70,156.00, to an account of an entity called Standard Global, Ltd., at ABLV Bank, a Latvian bank.

11 60. On February 3, 2014, Charter Investments sent a faxed wire transfer request to East
12 West Bank. Defendant East West Bank approved and placed a wire transfer in the amount of
13 \$123,028.00, to an account of an entity called Herrington Export, Inc., at ABLV Bank in Latvia.

14 61. On February 4, 2014, Plaintiff WILLIAM E. WARD wired transferred \$750,000, to
15 East West Bank account number 8602000468, an account controlled by Charter Investments, Inc., for
16 the purpose of a purchase of a certificate of deposit. On February 4, 2014, he wire transferred an
17 additional \$750,000, to East West Bank account number 8602000468, an account controlled by
18 Charter Investments, Inc., for the purpose of a purchase of a certificate of deposit. The wire transfer
19 instructions indicated that the funds were to be credited for the benefit of William E. Ward.

20 62. On February 5, 2014, Charter Investments sent a faxed wire transfer request to East
21 West Bank. Defendant East West Bank approved and placed a wire transfer in the amount of
22 \$47,000.00, to an account of an entity called Herrington Export, Inc., at ABLV Bank in Latvia.

23 63. On February 5, 2014, Charter Investments sent a faxed wire transfer request to East
24 West Bank. Defendant East West Bank approved and placed a wire transfer in the amount of
25 \$86,225.00, to an account of an entity called Lagerstrom Ltd, at Hellenic Bank Public Company LTD,
26 a Cyprus bank. The wire was sent through an intermediary bank located in the British Virgin Islands.

27 64. On February 5, 2014, Charter Investments sent a faxed wire transfer request to East
28 West Bank. Defendant East West Bank approved and placed a wire transfer in the amount of

1 \$14,630.00, to an account of an entity called Standard Global, Ltd., at ABLV Bank.

2 65. On February 5, 2014, Charter Investments sent a faxed wire transfer request to East
3 West Bank. Defendant East West Bank approved and placed a wire transfer in the amount of
4 \$33,833.00, to an account of an entity called Wade Trading, Ltd., at Eurobank EFG Cyprus Ltd., a
5 Cyprus bank.

6 66. Cyprus, to which Defendant East West Bank approved wire transfers, is listed by the
7 U.S. Department of State as a Jurisdiction of Primary Concern among known money laundering
8 countries.

9 67. On February 6, 2014, Charter Investments sent a faxed wire transfer request to East
10 West Bank., Defendant East West Bank approved and placed a wire transfer in the amount of
11 \$82,775.00, to an account of an entity called Richlux Impex Ltd, at Marfin Bank EESTI AS, an
12 Estonian Bank. The wire was sent through an intermediary bank located in the British Virgin Islands.

13 68. On February 6, 2014, Charter Investments sent a faxed wire transfer request to East
14 West Bank., Defendant East West Bank approved and placed a wire transfer in the amount of
15 \$145,000.00, to an account of an entity called Noretti Development TSA, at Regionela Investiciju
16 Banka, a Latvian Bank. The wire was sent through an intermediary bank located in Panama.

17 69. On February 7, 2014, Charter Investments sent a faxed wire transfer request to East
18 West Bank. Defendant East West Bank approved and placed a wire transfer in the amount of
19 \$150,000.00, to an account of an entity called Wade Trading, Ltd., at Eurobank EFG Cyprus Ltd.

20 70. On February 7, 2014, Charter Investments sent a faxed wire transfer request to East
21 West Bank. Defendant East West Bank approved and placed a wire transfer in the amount of
22 \$205,000.00, to an account of an entity called Herrington Export, Inc., at ABLV Bank in Latvia.

23 71. On February 7, 2014, Charter Investments sent a faxed wire transfer request to East
24 West Bank., Defendant East West Bank approved and placed a wire transfer in the amount of
25 \$249,500.00, to an account of an entity called Noretti Development TSA, at Regionela Investiciju
26 Banka, a Latvian Bank. The wire was sent through an intermediary bank located in Panama.

27 72. On February 7, 2014, Charter Investments sent a second faxed wire transfer request to
28 East West Bank., Defendant East West Bank approved and placed a wire transfer in the amount of

1 \$249,500.00, to an account of an entity called Noretti Development TSA, at Regionela Investiciju
2 Banka, a Latvian Bank. The wire was sent through an intermediary bank located in Panama.

3 73. On February 10, 2014, Charter Investments sent a faxed wire transfer request to East
4 West Bank., Defendant East West Bank approved and placed a wire transfer in the amount of
5 \$248,450.00, to an account of an entity called Noretti Development TSA, at Regionela Investiciju
6 Banka, a Latvian Bank. The wire was sent through an intermediary bank located in Panama.

7 74. On February 10, 2014, Charter Investments sent a faxed wire transfer request to East
8 West Bank. Defendant East West Bank approved and placed a wire transfer in the amount of
9 \$249,550.00, to an account of an entity called Noretti Development TSA, at Regionela Investiciju
10 Banka, a Latvian Bank. The wire was sent through an intermediary bank located in Panama.

11 75. On February 11, 2014, Plaintiff WILLIAM H. WOOLBRIGHT wire transferred
12 \$225,000 to East West Bank account number 8602000468, an account controlled by Charter
13 Investments, Inc., for the purpose of a purchase of a certificate of deposit. The wire transfer
14 instructions indicated that the funds were to be credited for the benefit of William H. Woolbright.
15 Prior to initiating the wire transfer, a relative on behalf of Plaintiff William H. Woolbright spoke to
16 representatives of East West Bank telling them that he was going to invest with Charter Investments
17 and requesting confirmation that Charter Investments maintained a legitimate account at East West
18 Bank. The representative at East West Bank told William H. Woolbright's relative that Charter
19 Investments did, in fact, maintain a legitimate account at East West Bank.

20 76. On February 11, 2014, Plaintiffs PAULA TAMKIN and STEVEN TAMKIN wire
21 transferred \$250,000 to East West Bank account number 8602000468, an account controlled by
22 Charter Investments, Inc., for the purpose of a purchase of a certificate of deposit. The wire transfer
23 instructions indicated that the funds were to be credited for the benefit of Paula and Steven Tamkin.

24 77. On February 11, 2014, Charter Investments sent a faxed wire transfer request to East
25 West Bank., Defendant East West Bank approved and placed a wire transfer in the amount of
26 \$185,103.00, to an account of an entity called Noretti Development TSA, at Regionela Investiciju
27 Banka, a Latvian Bank. The wire was sent through an intermediary bank located in Panama.

28 78. On February 12, 2014, a condominium association wire transferred \$246,255.19 000 to

1 East West Bank account number 8602000468, an account controlled by Charter Investments, Inc., for
2 the purpose of a purchase of a certificate of deposit. The wire transfer instructions indicated that the
3 funds were to be credited for the benefit of the condominium association.

4 79. On February 12, 2014, Plaintiff WILLIAM E. WARD wired transferred an additional
5 \$400,000, to East West Bank account number 8602000468, an account controlled by Charter
6 Investments, Inc., for the purpose of a purchase of a certificate of deposit. The wire transfer
7 instructions indicated that the funds were to be credited for the benefit of William E. Ward.

8 80. On February 12, 2014, Charter Investments sent a faxed wire transfer request to East
9 West Bank. Defendant East West Bank approved and placed a wire transfer in the amount of
10 \$41,464.00, to an account of an entity called Lagerstrom Ltd, at Hellenic Bank Public Company LTD,
11 a Cyprus bank. The wire was sent through an intermediary bank located in the British Virgin Islands.

12 81. On February 12, 2014, Charter Investments sent a faxed wire transfer request to East
13 West Bank. Defendant East West Bank approved and placed a wire transfer in the amount of
14 \$336,596.00, to an account of an entity called Herrington Export, Inc., at ABLV Bank in Latvia.

15 82. On February 13, 2014, a condominium association wire transferred an additional
16 \$196,944.81, to East West Bank account number 8602000468, an account controlled by Charter
17 Investments, Inc., for the purpose of a purchase of a certificate of deposit. The wire transfer
18 instructions indicated that the funds were to be credited for the benefit of the condominium
19 association.

20 83. On February 13, 2014, Charter Investments sent a faxed wire transfer request to East
21 West Bank. Defendant East West Bank approved and placed a wire transfer in the amount of
22 \$21,940.00, to an account of an entity called Herrington Export, Inc., at ABLV Bank in Latvia.

23 84. On February 14, 2014, Charter Investments sent a faxed wire transfer request to East
24 West Bank. Defendant East West Bank approved and placed a wire transfer in the amount of
25 \$244,514.00, to an account of an entity called Noretta Development TSA, at Regionela Investiciju
26 Banka, a Latvian Bank. The wire was sent through an intermediary bank located in Panama.

27 85. On February 14, 2014, Charter Investments sent a faxed wire transfer request to East
28 West Bank., Defendant East West Bank approved and placed a wire transfer in the amount of

1 \$249,500.00, to an account of an entity called Noretta Development TSA, at Regionela Investiciju
2 Banka, a Latvian Bank. The wire was sent through an intermediary bank located in Panama.

3 86. On February 18, 2014, Plaintiffs PAULA TAMKIN and STEVEN TAMKIN wire
4 transferred and additional \$159,315.85 to East West Bank account number 8602000468, an account
5 controlled by Charter Investments, Inc., for the purpose of a purchase of a certificate of deposit. The
6 wire transfer instructions indicated that the funds were to be credited for the benefit of Paula and
7 Steven Tamkin.

8 87. On February 18, 2014, Charter Investments sent a faxed wire transfer request to East
9 West Bank., Defendant East West Bank approved and placed a wire transfer in the amount of
10 \$141,000.00, to an account of an entity called Faretta Trade S.A., at Marfin Bank EESTI AS, an
11 Estonian Bank. The wire was sent through an intermediary bank located in the British Virgin Islands.

12 88. On February 18, 2014, Charter Investments sent a faxed wire transfer request to East
13 West Bank., Defendant East West Bank approved and placed a wire transfer in the amount of
14 \$249,990.00, to an account of an entity called Faretta Trade S.A., at Marfin Bank EESTI AS, an
15 Estonian Bank. The wire was sent through an intermediary bank located in the British Virgin Islands.

16 89. On February 19, 2014, Charter Investments sent a faxed wire transfer request to East
17 West Bank., Defendant East West Bank approved and placed a wire transfer in the amount of
18 \$129,450.00, to an account of an entity called Faretta Trade S.A., at Marfin Bank EESTI AS, an
19 Estonian Bank. The wire was sent through an intermediary bank located in the British Virgin Islands.

20 90. On February 26, 2014, Plaintiff KENNETH NELSON wire transferred \$202,926.87 to
21 East West Bank account number 8602000468, an account controlled by Charter Investments, Inc., for
22 the purpose of a purchase of a certificate of deposit. The wire transfer instructions indicated that the
23 funds were to be credited for the benefit of Kenneth Nelson.

24 91. On February 27, 2014, Charter Investments sent a faxed wire transfer request to East
25 West Bank. Defendant East West Bank approved and placed a wire transfer in the amount of
26 \$225,000.00, to an account of an entity called Andaman Group at Reitmu Bank, a Latvian Bank. The
27 wire was sent through an intermediary bank located in the British Virgin Islands.

28 92. Plaintiffs are informed and believe and on such information and belief allege that early

1 on while millions of dollars remained in the account, at least the Balboa Branch Manager of East West
2 Bank determined Charter Investments to be an illegitimate and fraudulent entity. Plaintiffs are
3 informed and believe and on such information and belief allege that at least the Balboa Branch
4 Manager of East West Bank determined that investors were depositing IRA and normal cash into the
5 single Charter Investments account. Plaintiffs are informed and believe and on such information and
6 belief allege that at least the Balboa Branch Manager of East West Bank determined that the
7 investment money was quickly transferred from the Charter Investments account to third party
8 accounts in banking secrecy havens. Plaintiffs are informed and believe and on such information and
9 believe allege that at least the Balboa Branch Manager of East West Bank suggested freezing the
10 account. Plaintiffs are informed and believe and on such information and belief allege that during a
11 meeting to discuss freezing the Charter Investments account, Defendant East West Bank decided that
12 because of its relationship with its High Value customer, which had stood as a reference with Charter
13 Investments, it would simply monitor the account activity.

14 93. Plaintiffs are informed and believe and on such information and believe allege that
15 after at least the Balboa Branch Manager determined that Charter Investments to be an illegitimate
16 and fraudulent entity the Balboa Branch continued to approve and place the wire transfers to banking
17 secrecy havens.

18 94. Plaintiffs are informed and believe and on such information and belief allege that
19 Defendant East West Bank, as part of its enhanced due diligence procedures, was required to, and did
20 visit the Charter Investments websites.

21 95. Plaintiffs are informed and believe and on such information and belief allege that
22 Defendant East West Bank substantially assisted Charter Investments by approving and conducting
23 numerous wire transfers from the Charter Investment accounts at East West Bank to bank accounts in
24 Banking Secrecy Havens held by unknown entities.

25 96. Plaintiffs are informed and believe and on such information and belief allege that East
26 West Bank, knowing that Charter Investments was a fraudulent company, contacted the bank that
27 initiated the wire transfer of victim William Ward to inform it that Charter Investments was under
28 investigation for fraud. Nonetheless, East West Bank approved the wire transfer of Mr. Ward's

1 investment funds to the banking secrecy haven countries before Mr. Ward could initiate a recall
2 request.

3 97. Plaintiffs are informed and believe and on such information and belief allege that East
4 West Bank, knowing that Charter Investments was a fraudulent company, contacted the bank that
5 initiated the wire transfer of victim Ken Nelson to inform it that Charter Investments was under
6 investigation for fraud. Nonetheless, East West Bank approved the wire transfer of Mr. Nelson's
7 investment funds to the banking secrecy haven countries before Mr. Nelson could initiate a recall
8 request on the very next day.

9 **FIRST CAUSE OF ACTION**

10 **Conversion**

11 **(Alleged against the Charter Investments Defendants)**

12 98. Plaintiffs reallege and incorporate herein the allegations set forth above as if fully set
13 forth by this reference.

14 99. Plaintiffs each had the ownership and right to possession of the moneys each wire
15 transferred to Charter Investments for the purpose of the purchase of a certificate of deposit.

16 100. Charter Investments intentionally and substantially interfered with Plaintiffs' right to
17 their money by wire transferring each of Plaintiffs moneys to overseas accounts in banking secrecy
18 havens.

19 101. Plaintiffs did not consent to have their money wire transferred to overseas accounts in
20 banking secrecy havens.

21 102. As a direct and proximate result of Charter Investments actions Plaintiffs have suffered
22 compensable damage.

23 **SECOND CAUSE OF ACTION**

24 **Aiding and Abetting Conversion**

25 **(Alleged against the East West Bank Defendants)**

26 103. Plaintiffs reallege and incorporate herein the allegations set forth above as if fully set
27 forth by this reference.

28 104. East West Bank knew that Plaintiffs each owned the money that they wire transferred
for their own benefit to Charter Investments' account.

105. East West Bank knew that Charter Investments wrongfully interfered with Plaintiffs'

1 right to their money by wire transferring each of Plaintiffs moneys to third party, overseas accounts in
2 banking secrecy havens.

3 106. East West Bank substantially assisted Charter Investments in its conversion of
4 Plaintiffs' money by approving and conducting the wire transfers of the money to third party, overseas
5 accounts in banking secrecy havens.

6 107. As a direct and proximate result of East West Bank's aiding and abetting Charter
7 Investment's conversion, Plaintiffs have suffered compensable damages.

8 **THIRD CAUSE OF ACTION**

9 **Breach of Fiduciary Duty**

10 **(Alleged against the Charter Investments Defendants)**

11 108. Plaintiffs reallege and incorporate herein the allegations set forth above as if fully set
12 forth by this reference.

13 109. Charter Investments had a fiduciary duty to its investors to invest the money as
14 promised.

15 110. Charter investments breached this duty when it wire transferred the investor funds to
16 third party, overseas account in banking secrecy havens.

17 111. As a direct and proximate result of Charter Investment's breach of fiduciary duty,
18 Plaintiffs have suffered compensable damages.

19 **FOURTH CAUSE OF ACTION**

20 **Aiding and Abetting Breach of Fiduciary Duty**

21 **(Alleged against the East West Bank Defendants)**

22 112. Plaintiffs reallege and incorporate herein the allegations set forth above as if fully set
23 forth by this reference.

24 113. East West Bank knew Charter Investments had a fiduciary relationship to its investors.
25 East West Bank knew that Charter Investments breached that fiduciary duty by wire transferring the
26 investors' money to third party, overseas accounts in banking secrecy havens.

27 114. East West Bank aided and abetted Charter Investments by approving and conducting
28 numerous wire transfers totaling 5 million dollars in investor funds to third party, overseas accounts in
banking secrecy havens.

1 115. As a direct and proximate result of East West Bank's aiding and abetting Charter
2 Investment's breach of fiduciary duty, Plaintiffs have suffered compensable damages.

3 **FIFTH CAUSE OF ACTION**

4 **Fraud**

5 **(Alleged against the Charter Investments Defendants)**

6 116. Plaintiffs reallege and incorporate herein the allegations set forth above as if fully set
7 forth by this reference.

8 117. On its website Charter Investments knowingly misrepresented, omitted and/or
9 concealed from Plaintiffs material facts relating to its activities and its legitimacy. Charter
10 Investments misrepresented that it offered investors brokered certificates of deposit at Federally
11 insured banks.

12 118. Charter Investments statement that it offered investors brokered certificates of deposit
13 at Federally insured banks was false.

14 119. Charter Investments concealed the fact that, rather than place investor funds into
15 certificates of deposit at Federally insured banks, it wire transferred investor funds to overseas
16 accounts.

17 120. Plaintiffs each relied on the misrepresentation that their funds would be placed in
18 certificates of deposit at Federally insured banks.

19 121. Plaintiffs would not have wire transferred their money to Charter Investment accounts
20 at East West Bank had they known that, rather than place their money into certificates of deposit at
21 Federally insured banks, Charter Investments would wire transfer their funds to overseas accounts.

22 122. As a direct and proximate result of Charter Investments' fraud, Plaintiffs have suffered
23 compensable damages.

24 **SIXTH CAUSE OF ACTION**

25 **Aiding and Abetting Fraud**

26 **(Alleged against the East West Bank Defendants)**

27 123. Plaintiffs reallege and incorporate herein the allegations set forth above as if fully set
28 forth by this reference.

124. East West Bank knew that Charter Investments represented itself to Plaintiffs as an

1 investment company.

2 125. East West Bank knew that rather than invest Plaintiffs' money, Charter Investments
3 wired transferred the money to third party, overseas accounts in banking secrecy havens.

4 126. East West Bank aided and abetted Charter Investments by aiding and approving
5 numerous wire transfers totaling 5 million dollars in investor funds to third party, overseas accounts in
6 banking secrecy havens.

7 127. As a direct and proximate result of East West Bank's aiding and abetting Charter
8 Investment's fraud, Plaintiffs have suffered compensable damages.

9 **SIXTH CAUSE OF ACTION**

10 **Violation of California Business & Professions Code § 17200 et seq.
(Alleged against all Defendants)**

11 128. Plaintiffs reallege and incorporate herein the allegations set forth above as if fully set
12 forth by this reference.

13 129. Section 17200 of the California Business & Professions Code prohibits unfair
14 competition by prohibiting any "unlawful, unfair or fraudulent business acts or practice..."

15 130. Plaintiffs and similarly situated members of the public have been injured as a direct
16 and proximate result of Charter Investments' unfair, unlawful, and/or fraudulent business practices as
17 alleged above, and East West Bank' aiding and abetting thereof, and these proceedings are instituted
18 pursuant to section 17203 and 17204 of the California Business and Professions Code, to obtain relief
19 from Defendants' business acts and practices that violate the Unfair Competition Act.

20 131. The Defendants' conduct as alleged herein violates the Unfair Competition Act. The
21 business acts and practices of defendants constituted and constitutes a common continuous and
22 continuing course of conduct of unfair competition by means of unfair, unlawful and/or fraudulent
23 business acts or practices within the meaning of the Unfair Competition Act including, but in no way
24 limited to, the following:

- 25 a. Wire transferring Plaintiffs' investment money to third party overseas accounts
- 26 in banking secrecy havens; and
- 27 b. Failing to invest Plaintiffs' money in Federally Insured certificates of deposit as
- 28 instructed;

- 1 c. Falsely representing that you are an investment company;
- 2 d. East West Bank ignoring the fact that its customer made frequent and large
- 3 transactions and had no record of past or present experience – a “red flag”
- 4 according to the “Money Laundering – A Banker’s Guide to Avoiding
- 5 Problems”
- 6 e. East West Bank ignoring the fact that its customer has wire transfer activity to a
- 7 financial secrecy haven or high risk geographic location without an apparent
- 8 business reason - a “red flag” according to the “Money Laundering – A
- 9 Banker’s Guide to Avoiding Problems”
- 10 f. East West Bank ignoring the fact that its customer had wire activity that is
- 11 unexplained, repetitive or shows unusual patters - a “red flag” according to the
- 12 “Money Laundering – A Banker’s Guide to Avoiding Problems”
- 13 g. East West Bank ignoring the fact that its customer makes deposits and
- 14 immediate request for wire transfers – Money Laundering Red Flag FFIEC
- 15 h. East West Bank ignoring the fact that its customer does not have a local
- 16 residential or business address a “red flag” according to the “Money
- 17 Laundering – A Banker’s Guide to Avoiding Problems”
- 18 i. with no apparent legitimate reason for opening the account with the bank –
- 19 Money Laundering Red Flag, FFIEC
- 20 j. East West Bank ignoring the fact that its customer maintained its account with a
- 21 high volume of activity, which carried a low balance – Money Laundering Red
- 22 Flag, FFIEC
- 23 k. East West Bank ignoring the fact that its customer used the account as a
- 24 temporary repository of funds – Money Laundering Red Flag, FFIEC and,
- 25 l. East West Bank ignoring the fact that there is a large volume of wire transfer
- 26 deposited into its customers account when the nature of the account holder’s
- 27 business would not appear to justify such activity - a “red flag” according to the
- 28 “Money Laundering – A Banker’s Guide to Avoiding Problems”

132. Defendants' acts, omissions, misrepresentations, practices, and non-disclosures, as alleged herein, constituted and constitute unfair, unlawful and/or fraudulent business practices within the meaning of California Business & Professions Code, Section 17200 *et. seq.*

133. Plaintiffs are entitled to relief, including full restitution and/or disgorgement of all revenues, earnings, profits, compensation and benefits which may have been obtained by Defendants as a result of such business acts or practices and enjoining defendants to cease and desist from engaging in the practices described herein.

134. To prevent unjust enrichment pursuant to the California Business and Professions Code, Defendant should be required to place all disgorged illegal gains and profits in a constructive trust to be established by the court for the purpose of making full restitution to all injured parties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs RAE H. LORENZ, WILLIAM E. WARD, PAULA AND STEVEN TAMKIN, SUE HAYNES, RICHARD T. COLE, WILLIAM H. WOOLBRIGHT, IRVING B. RUPPEL, KENNETH NELSON, MICHAEL CHARPENTIER, LORALEE FREILICH and LORETTA J. ALMAN, pray for judgment against Defendants, jointly and severally, as follows:

1. General damages in an amount not currently known, but which will be shown according to proof at trial;

2. Special Damages of: Rae H. Lorenz: \$465,993.19; William E. Ward: \$1,900,000.00, Paula and Steven Tamkin: \$409,315.85; Sue Haynes: \$350,000.00; Richard T. Cole: \$280,000.00; William H. Woolbright: \$225,000.00; Irving B. Ruppel: \$212,898.49; Kenneth Nelson: \$202,926.87; Michael Charpentier: \$200,000.00; Lorelee Freilich: \$150,000.00; Loretta J. Alman: \$105,723.70;

3. Restitution/disgorgement pursuant to Business and Professions Code sections 17203 and/or 17535 and pursuant to the equitable powers of this Court: Plaintiffs request that Defendants be ordered to restore to Plaintiffs all funds acquired by means of any act or practice declared by this Court to be unlawful, unfair and/or fraudulent under Business and Professions Code section 17200 *et seq.*;

4. For costs of suit incurred herein;

5. Pre and post judgment interest

6. Punitive damages;
7. For reasonable attorneys' fees and costs of suit as permitted by law;
8. For such other and further relief as the Court may deem just and proper.

JURY TRIAL DEMAND

Plaintiffs hereby demand a trial by jury for all issues so triable.

Respectfully Submitted,

WARD & HAGEN LLP

Dated: July 28, 2015

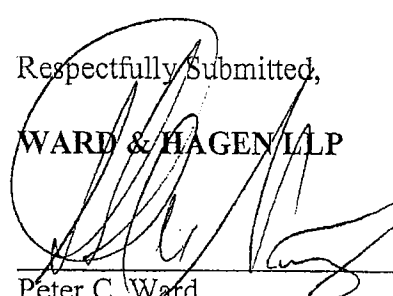
By: 
Peter C. Ward
Christopher H. Hagen
Steven M. Nuñez
Attorneys for Plaintiffs

EXHIBIT 3

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Peter C. Ward, Esq. SBN: 126459 Christopher H. Hagen, Esq. SBN: 179529 Steven M. Nunez, Esq. SBN: 185421 WARD & HAGEN, LLP 440 Stevens Ave, Suite 350 Solana Beach, CA 92075 TELEPHONE NO.: _____ FAX NO.: _____ ATTORNEY FOR (Name): _____		FOR COURT USE ONLY CONFIRMED COPY OF ORIGINAL FILED Los Angeles Superior Court JUL 28 2015 Sherri R. Carter, Executive Officer/Clerk By: Moises Soto, Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 600 South Commonwealth Ave MAILING ADDRESS: _____ CITY AND ZIP CODE: Los Angeles, CA 90005 BRANCH NAME: Central Civil West Courthouse		CASE NUMBER: BC 5 8 9 4 3 2 JUDGE: _____ DEPT: _____	
CASE NAME: Rae E. Lorenz, et al v. East West Bancorp, Inc.		CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence	d. <input checked="" type="checkbox"/> Large number of witnesses e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. <input type="checkbox"/> Substantial postjudgment judicial supervision
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3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): **7**

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 7/28/15

Steven M. Nunez

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller
Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract
Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE: Lorenz, et al v. East West Bancorp. et al

CASE NUMBER

RC 5 8 9 4 3 2

CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION

(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 7 HOURS/DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.**Step 2:** Check one Superior Court type of action in Column B below which best describes the nature of this case.**Step 3:** In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
6. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office
11. Mandatory Filing Location (Hub Case)

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 3. 1., 4.

SHORT TITLE: Lorenz, et al v. East West Bancorp. et al	CASE NUMBER BC589432
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input checked="" type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2, 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	2., 5., 6, 11 2., 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

Lorenz, et al v. East West Bancorp. et al

CASE NUMBER

BC589432

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C: Applicable Reasons - See Step 3 Above	
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.	
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.	
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.	
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.	
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.	
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.	
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.	
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.	
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.	
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.	
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.	
	Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
		Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
		Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case . <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition

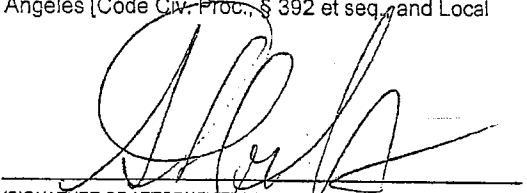
SHORT TITLE: Lorenz, et al v. East West Bancorp. et al	CASE NUMBER BC589432
---	-------------------------

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		ADDRESS: 135 N Los Robles Ave, Suite 600	
CITY: Pasadena	STATE: CA	ZIP CODE: 91101	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Central Civil West courthouse in the Central Judicial District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq. and Local Rule 2.3, subd.(a)].

Dated: 7/28/15


 (SIGNATURE OF ATTORNEY FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

EXHIBIT 4

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE (NON-CLASS ACTION)
 Case Number _____

BC 5 89 432

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judge indicated below. There is more information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Kevin C. Brazile	1	534	Hon. Elizabeth Allen White	48	506
Hon. Barbara A. Melers	12	636	Hon. Deirdre Hill	49	509
Hon. Terry A. Green	14	300	Hon. John L. Segal	50	508
Hon. Richard Fruin	15	307	Hon. Mitchell L. Beckloff	51	511
Hon. Rita Miller	16	306	Hon. Susan Bryant-Deason	52	510
Hon. Richard E. Rico	17	309	Hon. Steven J. Kleinfeld	53	513
Hon. Stephanie Bowick	19	311	Hon. Ernest M. Hiroshige	54	512
Hon. Dalia Corral Lyons	20	310	Hon. Malcolm H. Mackey	55	515
Hon. Robert L. Hess	24	314	Hon. Michael Johnson	56	514
Hon. Yvette M. Palazuelos	28	318	Hon. Rolf M. Treu	58	516
Hon. Barbara Scheper	30	400	Hon. Gregory Keosian	61	732
Hon. Samantha Jessner	31	407	Hon. Michael L. Stern	62	600
Hon. Mary H. Strobel	32	406	Hon. Mark Mooney	68	617
Hon. Michael P. Linfield	34	408	Hon. William F. Fahey	69	621
Hon. Gregory Alarcon	36	410	Hon. Suzanne G. Bruguera	71	729
Hon. Marc Marmaro	37	413	Hon. Ruth Ann Kwan	72	731
Hon. Maureen Duffy-Lewis	38	412	Hon. Rafael Ongkeko	73	733
Hon. Elizabeth Feffer	39	415	Hon. Teresa Sanchez-Gordon	74	735
Hon. Michelle R. Rosenblatt	40	414	Hon. Gail Ruderman Feuer	78	730
Hon. Holly E. Kendig	42	416			
Hon. Mel Red Recana	45	529	Hon. Emile H. Elias	324	CCW
Hon. Frederick C. Shaller	46	500	*Provisionally Complex Non-class Action Cases Assignment is Pending Complex Determination	324	CCW
Hon. Debra K. Weintraub	47	507			

***Complex**

All non-class action cases designated as provisionally complex are forwarded to the Supervising Judge of the Complex Litigation Program located in the Central Civil West Courthouse (600 S. Commonwealth Ave., Los Angeles 90005), for complex/non-complex determination pursuant to Local Rule 3.3(k). This procedure is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ **SHERRI R. CARTER**, Executive Officer/Clerk
SHERRI R. CARTER

By M. Soto, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Three Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motion in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

EXHIBIT 5

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – DISCOVERY RESOLUTION			CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

BRIEF TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
 - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
 - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
 5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			CASE NUMBER:
PLAINTIFF:			
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lasuperiorcourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 88616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lasuperiorcourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Court's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			CASE NUMBER:

1. This document relates to:

☐
☐

Request for Informal Discovery Conference

Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION AND ORDER – MOTIONS IN LIMINE			

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR PLAINTIFF)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date:

JUDICIAL OFFICER

EXHIBIT 6

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 08/05/15

DEPT. 324

HONORABLE EMILIE H. ELIAS

JUDGE

A. MORALES

DEPUTY CLERK

HONORABLE
ADD ON

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

E. RUIZ, C.A.

Deputy Sheriff

NONE

Reporter

BC589432

Plaintiff

Counsel

RAE H LORENZ ET AL

NONE

VS

Defendant

EAST WEST BANCORP INC ET AL

Counsel

NATURE OF PROCEEDINGS:

COURT RULING RE COMPLEX DETERMINATION

This case is hereby determined to be complex within the meaning of Rule 3.400 of the California Rules of Court. The case is ordered assigned to Judge Amy D. Hogue in Department 307 at the Central Civil West Courthouse for all further proceedings and for all purposes.

The case is ordered stayed until the Initial Status Conference date. Notice of Initial Status Conference is to be given by the Clerk in Department 307. No responsive pleadings may be filed until further order of the Court. Parties may file a Notice of Appearance in lieu of an Answer or other responsive pleading. The filing of a Notice of Appearance shall not constitute a general appearance, and shall not waive any substantive or procedural challenge to the complaint. Nothing herein stays the time for filing Affidavit of Prejudice pursuant to Code of Civil Procedure section 170.6.

Pursuant to Government Code section 70616 subdivisions (a) and (b), each party is ordered to pay \$1,000.00 for complex fees, payable to Los Angeles Superior Court, within ten (10) calendar days from this date.

Plaintiff is ordered to forthwith serve a copy of this minute order on all parties, and to file a proof

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 08/05/15

DEPT. 324

HONORABLE EMILIE H. ELIAS

JUDGE

A. MORALES

DEPUTY CLERK

HONORABLE
ADD ON

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

E. RUIZ, C.A.

Deputy Sheriff

NONE

Reporter

BC589432

Plaintiff

Counsel

RAE H LORENZ ET AL

NONE

VS

Defendant

EAST WEST BANCORP INC ET AL

Counsel

NATURE OF PROCEEDINGS:

of service in the assigned department within seven (7) days of service.

Any party objecting to the complex designation must file an objection with proof of service in Department 324 within ten (10) days of service of this minute order. Any response to the objection must be filed in Department 324 within seven (7) days of service of the objection. This Court will make its ruling on the submitted pleadings.

CLERK'S CERTIFICATE OF MAILING

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Dated: August 5, 2015

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 08/05/15

DEPT. 324

HONORABLE EMILIE H. ELIAS

JUDGE A. MORALES

DEPUTY CLERK

HONORABLE
ADD ON

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

E. RUIZ, C.A.

Deputy Sheriff

NONE

Reporter

BC589432

Plaintiff
Counsel

RAE H LORENZ ET AL

NONE

VS

Defendant
Counsel

EAST WEST BANCORP INC ET AL

NATURE OF PROCEEDINGS:

Sherri R. Carter, Executive Officer/Clerk

By: _____

A. Morales, Deputy Clerk

WARD & HAGEN, LLP
Peter C. Ward, Esq.
440 Stevens Avenue, Suite 350
Solana Beach, California 92075

PROOF OF SERVICE**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California; I am over the age of 18 and not a party to the within action; my business address is 10250 Constellation Boulevard, 19th Floor, Los Angeles, California 90067.

On August 19, 2015, I served the foregoing document(s) described as **NOTICE OF REMOVAL** on the interested parties to this action by delivering a copy thereof in a sealed envelope addressed to each of said interested parties at the following address(es):

"SEE ATTACHED LIST"

☒ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence shall be deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in Los Angeles, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

☐ **(BY ELECTRONIC SERVICE)** by causing the foregoing document(s) to be electronically filed using the Court's Electronic Filing System which constitutes service of the filed document(s) on the individual(s) listed on the attached mailing list.

☐ **(BY E-MAIL SERVICE)** I caused such document to be delivered electronically via e-mail to the e-mail address of the addressee(s) set forth in the attached service list.

☐ **(BY OVERNIGHT DELIVERY)** I served the foregoing document by FedEx, an express service carrier which provides overnight delivery, as follows: I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

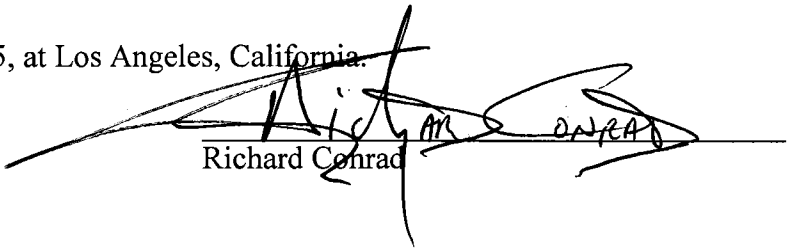
☐ **(BY FACSIMILE)** I caused the above-referenced document to be transmitted to the interested parties via facsimile transmission to the fax number(s) as stated on the attached service list.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☒ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under penalty of perjury that the above is true and correct.

Executed on August 19, 2015, at Los Angeles, California.


Richard Conrad

SERVICE LIST

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